

NON-DISCLOSURE AGREEMENT

1. The United States Government solicitation _____
for the procurement of part number(s) _____
includes proprietary technical data and confidential
information (hereinafter collectively referred to as
"data") of FN Herstal, S.A., located at Voie De Liege 33,
B-4040 Herstal, Belgium. (hereinafter referred to as FNH).
2. The undersigned, as an authorized representative of
_____ (insert company name)
(hereinafter "the recipient"), in consideration of being
furnished with FNH's data related to the M240E1 MMG
Weapons, hereby agrees that the recipient will only use the
said data it receives for the purpose of responding to a
Government solicitation or performing a resultant
Government contract.
3. Prior to receipt of the referenced solicitation
containing FNH's data, the recipient shall sign and provide
an original copy of this Non-Disclosure and Non-Use
Agreement to the United States Government contracting
officer/office responsible for the solicitation. The
United States Government shall provide a copy of the
present agreement after award (or cancellation) of the
referenced solicitation.
4. The recipient shall not, without prior written
permission of FNH, provide or disclose any of such data to
any other company, person, or entity, except recipient's
subcontractors and vendors. The recipient agrees that
providing or disclosing such data to any such subcontractor
or vendor shall be accomplished only for the purpose stated
herein, to respond to a Government solicitation or perform

a resultant Government contract, and shall not occur until such subcontractor or vendor has first executed a like Non-Disclosure and Non-Use Agreement as this agreement.

5. The recipient acknowledges that this agreement grants it no rights to commercial uses of any such data received pursuant to this agreement.

6. The recipient agrees to adopt operating procedures and physical security measures designed to protect the data from disclosure or release to unauthorized third parties.

7. The recipient agrees to promptly destroy all of FNNH's data received under the referenced solicitation (and any copies made of such data) when the purpose of this agreement is fulfilled.

The recipient further agrees to certify in writing to the Government as to the destruction of the data. Included with the return of this certification of destruction, the recipient shall provide the contracting officer responsible for issuance of this Non-Disclosure and Non-Use Agreement, a list of the names and addresses of subcontractors and vendors which received a copy of the technical data package or part of the technical data package provided with the solicitation referenced herein. Nothing herein shall be interpreted to authorize the Government to release to FNNH any information that is proprietary to the recipient.

8. The recipient agrees to indemnify the United States Government, and its agents and employees, from all liability arising out of, or in any way related to, the misuse or unauthorized disclosure by the recipient, its employees or agents, of any such data it receives. The recipient will hold the United States Government, and its agents and employees, harmless against every such claim or liability, including attorney fees, costs, and expenses,

arising out of the misuse or unauthorized disclosure of any such data supplied to the recipient hereunder.

9. Execution of this Non-Disclosure and Non-Use Agreement by the recipient or any of its authorized subcontractors or vendors is for the benefit of FNN which is a third party beneficiary of this Non-Disclosure and Non-Use Agreement and FNN shall have the right to direct action against the recipient to enforce such agreement or to ask damages which may result from any material breach of this agreement.

10. The requirements contained in this agreement shall be effective only for so long as such data remains unpublished, as the term unpublished is defined in DFARS 227.401, or until the end of any expiration date provided by FNN or specified by a contract between FNN and the United States Government, or as shown in a legend appearing on such data, whichever of the above events shall occur first.

11. Notwithstanding the foregoing, any obligation of confidentiality by this agreement shall not extend to proprietary information:

- (i) Which is legally and without restriction in the possession of recipient, the Government, or its employees or contractors prior to the date of receipt hereunder from the United States Government or from FNN:

- (ii) Which enters the public domain at any time through no fault of the recipient, the Government, or its employees, agents or contractors; or

- (iii) Which is disclosed by a third party without restriction or without breach of this agreement and without inducement by the recipient or the Government of such party to breach any agreement or obligation of confidentiality.

12. Signature:

Name of Recipient Organization

Signature

Typed Name

Title

Date

Address of Recipient Organization

Solicitation Number

DOCUMENT SUMMARY LIST

Item: COVER ASSEMBLY
NSN: 1005-01-441-4163
Control Number/PRON: P39SQOX3

Identifies all first tier documents (cited in SOW) (applicable DIDs). Also included are all referenced documents (2nd, (includes DID block 10 references), 3rd and lower tier) which have been tailored.

DOCUMENT CATEGORY:

CATEGORY O - Unless otherwise specified in the solicitation, contract, or contract modifications, all documents are for guidance and information only.

CATEGORY 1 - The requirements contained in the directly cited document are contractually applicable to the extent specified. All referenced documents are for guidance and information only.

CATEGORY 2 - The requirements contained in the directly cited document and the reference documents identified in the directly cited document are contractually applicable to the extent specified. All subsequently referenced documents are for guidance and information only.

CATEGORY 3 - Unless otherwise specified in the solicitation, contract or contract modification, all requirements contained in the directly cited document and all reference and subsequently referenced documents are contractually applicable to the extent specified.

Document Number (Contract Reference) Applicable Tailoring	Document Title	Document Date/ Document Category
1a. MIL-STD-973	Configuration Management	17 Apr 92 Cat 2

See section C clause(s) titled: Value Engineering Change Proposals, Engineering Change Proposals, Deviation and/or Ozone-Depleting Substances.

In the application of MIL-STD-973 Paragraphs 5.4.3, 5.4.4 and 5.4.8 apply, and are tailored as follows:

(1) Page 53, para 5.4.3.4., Delete "a contractor designed form, or a letter" in the first sentence.

(2) Page 53, para 5.4.3.3.2a., Line 5, add "or size" after "weight".

(3) Page 53, Delete para 5.4.3.5., and replace by, "Unless otherwise specified in the contract, requests for critical deviations should be approved or disapproved within 30 calendar days of receipt by the Government and for all other deviations within 60 calendar days of receipt by the Government."

(4) Para 5.4.3.5.1. Minor deviations.

Line 3. Delete "...by the activity...Class II change" and insert "by the Contracting Officer."

(5) Page 55, para 5.4.4.3.2a., Line 7, add "or size" after "weight".

(6) Page 56. Delete paragraph 5.4.4.5 and replace by "Unless otherwise specified in the contract requests for critical waivers should be approved or disapproved within 30 calendar days of receipt by the Government and for all other RFWs within 60 calendar days of receipt by the Government."

(7) Para 5.4.4.5.1. Minor waivers.
 Lines 4 and 5. Delete "...Contract Administration Office (CAO)." Insert "...Configuration Manager and a Government Contracting Officer."

(8) Page 61, para 5.4.8.3.4., in line 6 add "or size" after "weight".

(9) Page 61, Add new para 5.4.8.3.4.1., "An RFD shall be supported by test data and analysis, where appropriate, and provided to support the decision regarding acceptance of the nonconformance."

(10) Page 61, Delete para 5.4.8.3.5. and replace by, "Unless otherwise specified in the contract, deviations are approved and authorized only by the Contracting Officer. Critical deviations should be processed within 30 calendar days of receipt by the Government and all other RFDs processed within 60 calendar days of receipt by the Government."

(11) Page 62, para 5.4.8.4, Delete lines 7 thru 10 and replace with "standard. All RFWs shall be submitted as specified in the contract for approval or disapproval and acceptance or rejection by the authorized Contracting Officer."

(12) Page 62, para 5.4.8.4.4., on line 6 add "or size" after "weight".

(13) Page 62, Add new para 5.4.8.4.4.1., "an RFW shall be supported by test data and analysis, where appropriate, and provided to support the decision regarding acceptance of the nonconformance."

1b. Interim Notice 3 (DO)	Configuration Management	13 Jan 95 Cat 2
1c. DI-CMAN-80639B (seq A001)	Engineering Change Proposal	13 Jan 95 Cat 2
1d. DI-CMAN-80640B (seq A002)	Request for Deviation	13 Jan 95 Cat 2
1e. DI-CMAN-80641B (seq A003)	Request for Waiver	13 Jan 95 Cat 2
1f. DI-CMAN-80642B (seq A004)	Notice of Revision	13 Jan 95 Cat 2
2. ANSI/ISO/ASQC Q9002 or equivalent	Model for Quality Assurance in Production, Installation & Servicing	18 Jul 94
3a. DOD-P-16232F INT Amd 1 (TDPL)	Phosphate Coating Heavy Manganese or Zinc Base (for Ferrous Metal)	09 Sep 92 Cat 2
3b. DI-NDTI-80603 (DD Form 1423)	Test Procedure	01 Jun 88 Cat 1

LIST OF ADDRESSES

Commander
U.S. Army Industrial Operations Command
ATTN: AMSIO-_____ (see block 14 of DD form 1423 for symbols that apply)
Rock Island, IL 61299-6000

Director
Armament and Chemical Acquisition, and Logistics Activity
ATTN: AMSTA-AC_____ (see block of DD form 1423 for symbols that apply)
Rock Island, IL 61299-8630

Director
U.S. Army, Armament, Research, Development & Engineering Center
ATTN: AMSTA-AR_____*(R)(see block of DD form 1423 for symbols that apply)
Rock Island, IL 61299-7300

*When letter in parentheses at end of office symbol is a "R", use Rock Island address;
when it is a "D", use Picatinny Arsenal address.

E-MAIL ADDRESSES:

AMSTA-AR-QA__(R) amsta-ar-qa-cdrl@ria-emh2.army.mil

ADDRESS CODE DISTRIBUTION SHEET
FOR ECP/RFD/RFW/VECP

1. Concurrent distribution of Value Engineering Change Proposals (VECPs), Engineering Change Proposals (ECPs), Request for Deviations (RFDs) shall be submitted by the Contractors as follows:

2. The contractor shall submit copies as required and as identified below to: Director, U.S. Army Armament Research, Development and Engineering Center, ATTN: AMSTA-AR-QAD (ECPs), Rock Island, IL 61299-7300.

- a. VECPs - original plus 3 copies
 original (Tools & Equipment)
 original plus 2 copies (Navy or Air Force)
- b. ECPs - original plus 2 copies
 original (Tools & Equipment)
 original plus 2 copies (Navy or Air Force)
- c. RFDs/RFWs- original plus 2 copies
 original plus 2 copies (Navy or Air Force)

3. Provide one copy designated "Advance Copy" to one of the following design agencies if the agency is cited in the contract:

a. Chemical Command: Commander, Chemical Biological Defense Agency, ATTN: SCBRD-ENE-D, Aberdeen Proving Ground, MD 21010-5423.

b. U.S. Navy: Commander, Naval Surface Warfare Center, Crane Division, ATTN: Code 40, Crane, IN 47522-5000, or Commander, Naval Air Warfare Center, Weapons Division, 521 9th St., ATTN: Code 332200E, Point Mugu, CA 83042-5001.

c. U.S. Air Force: Commander, U.S. Army Industrial Operations Command, ATTN: AMSIO-ASI-SA (Mr. Flood ASD/YH), Eglin Air Force Base, FL 32542-5000, or Commander, Ogden Air Logistics Center, ATTN: OO-ALC/LIWGE, 6034 Dogwood Ave., Hill Air Force Base, UT 84056-5816.

4. Provide one copy designated "Advance Copy" to:

a. Contracting Officer: Director, Armament and Chemical Acquisition, and Logistics Activity, Rock Island, IL 61299-8630 (ACALA items) or Commander, Industrial Operations Command, Rock Island, IL 61299-6000 (IOC items).

b. Administrative Contracting Officer.

5. For VECPs only, provide one copy designated "Advance Copy" to the Value Engineering Division: Commander, U.S. Army Industrial Operations Command, ATTN: AMSIO-RMV, Rock Island, IL 61299-6000.

6. When ECPs, RFWs, RFDs are determined to be Urgent, Critical and/or Schedule impacting, an action copy shall be provided to AMSTA-AR-QAD via data facsimile (FAX) to 309-782-6450. This transmission is to be immediately followed with the usual hard copy mailing.

Note: The offeror shall fill in only the unit price blocks and price for First Article costs. All other spaces are for Government evaluation Purposes Only.

**DAAE20-99-R-0154
Cover Assembly, M240 M. G.
Price Evaluation Sheet**

**NSN: 1005-01-441-4163
P/N: 11826165
Item: Cover Assembly, M240 M. G.**

Ordering Period 1			Ordering Period 2			Ordering Period 3			Ordering Period 4			Ordering Period 5			Total
Range	Unit Price	Wgt.	Range	Unit Price	Wgt.	Range	Unit Price	Wgt.	Range	Unit Price	Wgt.	Range	Unit Price	Wgt.	Amount
50 - 100		20%	25 - 50		20%	25 - 50		20%	25 - 50		10%	25 - 50		20%	
101 - 250		60%	51 - 100		60%	51 - 100		60%	51 - 100		30%	51 - 100		60%	
251 - 400		20%	101 - 250		20%	101 - 250		20%	101 - 250		60%	101 - 250		20%	
Weighted Unit Price		100%			100%			100%			100%			100%	
Most Likely Quantity		220			66			67			119			72	
Weighted Total Price															

First Article Costs

Total Evaluated Price

CONTRACT DATA REQUIREMENTS LIST

DD FORM 1423 (MECHANIZED)

CATEGORY: MISC SYSTEM/ITEM: COVER ASSEMBLY
TO CONTRACT/PR: P39SQOX3

1. SEQUENCE NUMBER	14. DISTRIBUTION	DRET/REG/REPRO COPIES
2. TITLE OF DATA ITEM		
3. SUBTITLE		
4. DATA ITEM NUMBER		
5. CONTRACT REFERENCE		
6. TECHNICAL OFFICE	7. DD 8. APP 9. DIST STATEMENT	
	250 CODE REQUIRED	
10. FREQUENCY	11. AS OF DATE	15. TOTAL:
12. DATE OF 1ST SUBMISSION	13. DATE OF SUBSEQUENT SUBMISSION	
16. REMARKS		

1. A001	14. SEE ADDRESS CODE	/ /
2. ENGINEERING CHANGE PROPOSAL (ECP)	DISTRIBUTION	/ /
3.	ATTACHED	/ /
4. DI-CMAN-80639B		
5. MIL-STD-973		
6. AMSTA-AR-QAD	7. LT 8. - 9. *	
10. ASREQ	11. ---	15. TOTAL 0/ 0/ 0
12. ASREQ	13.	
16. REMARKS		
ECP SHORT FORM SHALL BE USED FOR THE SUBMISSION AND PROCESSING OF ALL CLASS II ENGINEERING ACTIONS. *DISTRIBUTION STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIGURATION MANAGER.		

1. A002	14. SEE ADDRESS CODE	/ /
2. REQUEST FOR DEVIATION (RFD)	DISTRIBUTION	/ /
3.	ATTACHED	/ /
4. DI-CMAN-80640B		
5. MIL-STD-973		
6. AMSTA-AR-QAD	7. LT 8. - 9. *	
10. ASREQ	11. ---	15. TOTAL 0/ 0/ 0
12. ASREQ	13.	
16. REMARKS		
*DISTRIBUTION STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIGURATION MANAGER.		

1. A003
2. REQUEST FOR WAIVER (RFW)
3.

14.
SEE ADDRESS CODE / /
DISTRIBUTION / /
ATTACHED / /

4. DI-CMAN-80641B

5. MIL-STD-973

6. AMSTA-AR-QAD 7. LT 8. - 9. *

10. ASREQ 11. ---

15. TOTAL 0/ 0/ 0

12. ASREQ 13.

16. REMARKS

*DISTRIBUTION STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIGURATION MANAGER.

1. A004
2. NOTICE OF REVISION (NOR)
3.

14.
SEE ADDRESS CODE / /
DISTRIBUTION / /
ATTACHED / /

4. DI-CMAN-80642B

5. MIL-STD-973

6. AMSTA-AR-QAD 7. LT 8. - 9. *

10. ASREQ 11. ---

15. TOTAL 0/ 0/ 0

12. ASREQ 13.

16. REMARKS

THE CONTRACTOR SHALL PREPARE AND SUBMIT A NOR FOR EACH DRAWING, ASSOCIATED LIST, OR OTHER REFERENCED DOCUMENT WHICH REQUIRE REVISION AND SUBMIT SAID NOR WITH THE ECP. *DISTRIBUTION STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIGURATION MANAGER.

1. A005
2. TEST PROCEDURE/ PHOSPHATE COATING PRE-
3. PRODUCTION PROCEDURE

14.
PROCUREMENT / /
CONTRACTING / /
OFFICER / 1/

4. DI-NDTI-80603*

5. DOD-P-16232, PARA 3.1

6. AMSTA-AR-ESM 7. XX 8. A 9. N/A

10. ONE/R 11. N/A

15. TOTAL 0/ 1/ 0

12. 60 DAC 13. N/A

16. REMARKS

*PARA'S 10.2.2.2 & 10.2.2.3 ONLY APPLY. BLOCK 8 CONT.-PRIOR TO PRODUCTION, APPROVAL THROUGH THE CONTRACTING OFFICER IS REQUIRED WITHIN 60 DAYS AFTER CONTRACT AWARD. A DD FORM 250 IS NOT REQUIRED FOR PHOSPHATE COATING PROCEDURE APPROVAL. CONTRACTOR FORMAT ACCEPTABLE. SHALL BE SUBMITTED ON AN IBM COMPATIBLE 3-1/2" DISKETTE IN RICH TEXT FORMAT (RTF).

APPROVED BY: STEPHEN J HANSEN, SDMO, AMSTA-AR-QAD

DATE: 02/25/1999